
LEASE AGREEMENT

THIS AGREEMENT is made this 18 day of SEPT, 2025

Between

Between

LUSHOTO TEA COMPANY(T) LIMITED, a Company and owner of premises situated at GEREZANI LUGODA STREET, of P.O. Box 747 ("The Lessor") of the one part,

And

PRIME KITCHEN & COMPANY LIMITED .

PREAMBLE

Both Parties acknowledge that this Agreement supersedes and replaces the Lease Agreement dated 12 August 2025 between LUSHOTO TEA COMPANY (T) LIMITED and Mr. Cui Haihai (acting in his personal capacity for the purpose of company incorporation). All rights and obligations under the said Lease Agreement are hereby novated and assumed by PRIME KITCHEN & COMPANY LIMITED with effect from the date hereof, and the prior agreement shall be deemed terminated.

WHEREAS the Lessor is the owner of the building to be leased, the said the leased land and buildings thereon (comprising yard, industrial and office facilities) are situated at Plot No.1468/202 Block No.4 located in ILALA District, within the city of DAR ES SALAAM, Tanzania.
And

WHEREAS the Lessor is willingly to lease the said premises and the Lessee on the other hand agrees to rent the aforesaid the leased land and buildings thereon (comprising yard, industrial and office facilities) .



WHEREBY IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

In this Contract

- a) Unless the context otherwise requires words importing one gender include all other genders and words importing the singular include the plural and vice versa,
- b) Any references to a statutory provision shall be deemed to include a reference to that statutory provision's modification of re-enactment;
- c) The clause heading and catch lines hereto are meant only for convenience of references and do not form part of this agreement and shall not be taken into account in its construction or interpretation;
- d) References in this agreement to any clause, sub-clause, schedule or paragraph without further designation shall be construed as references to the clause, subclause schedule, or paragraph of this agreement so numbered.

2. AGREED LEASED PREMISES

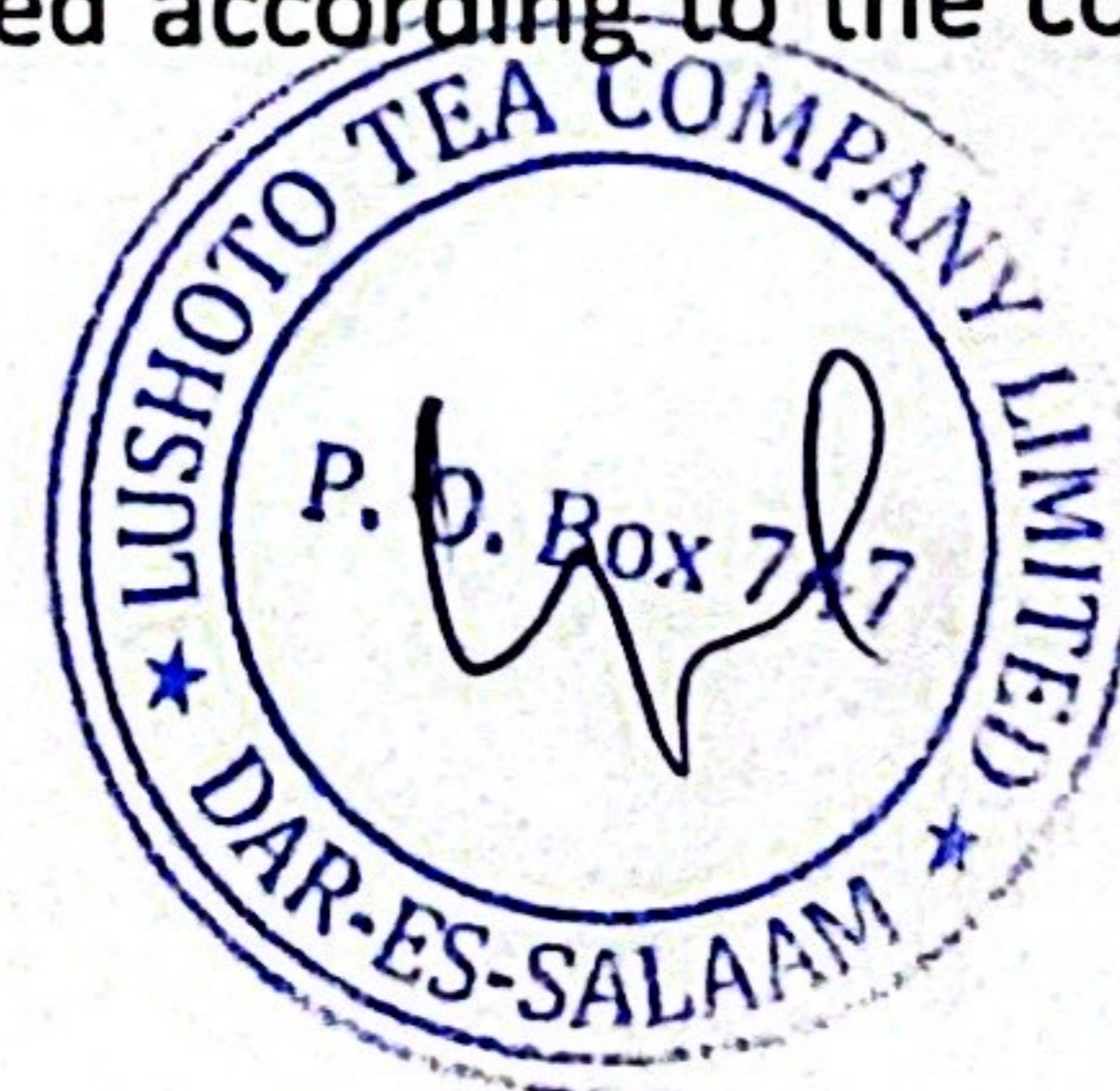
That the agreed Square Metre is 2000 of the said building.

3. DURATION OF THE LEASE

This lease agreement shall be for a fixed period of twelve month(s) with effect from 31 day of December 2025. The lease may be renewed for a further fixed term of three (3) years by mutual consent between the Parties one month before its expiry. The contract price after renewal will remain unchanged from the Original contract rental price.

4. RENT AND MODE OF PAYMENT

The lessee shall pay a monthly rent of US Dollars 2,100 inclusive of VAT. An advance payment of six months' rent shall be made at the beginning. Starting from the seventh month, the rent shall be paid on a monthly basis, i.e. the rent for the seventh month shall be paid at the end of the sixth month. The rent is tax-inclusive and shall be calculated according to the commencement



and expiration dates of the contract. The Lessor shall, upon request, re-issue invoices in the name of PRIME KITCHEN COMPANY LIMITED for all payments previously made under the prior Lease Agreement signed with Mr. Cui Haihai.

a) That the said rent shall be paid by CASH

b) That the lessee has paid/US Dollars /USD 12600) the outstanding balance is US Dollars/ USD /= which shall be due for payment on day of 20

5. COMMENCEMENT AND TERMINATION OF A LEASE

- a) That this lease agreement starts on 31 the day of December 2025.
- b) That this agreement shall terminate 31 the day of December 2026.

6. VARIATION IN THE TERMS OF THIS LEASE AGREEMENT

The right is reserved to the Lessor to make changes to any of the provision of this lease agreement and the Lessee shall be notified of such changes in writing. Where a proposed change is not material The Lessor shall notify the Lessee of the date on which the changes is to become operative. Where a proposed change is material, the Lessor shall give the Lessee at least twenty eight (28) days' written notice of the proposed change and unless the Lessee objects in writing within the period specified in the notice, the Lessee shall be deemed to have accepted such changes.

7. NOTICE OF TERMINATION OF A LEASE

Should the lessee desire to vacate the leased land and buildings thereon (comprising yard, industrial and office facilities) during continuance of the lease the lessee shall give six (6) months' notice of such desire in writing or pay the equivalent of six (6) month's rent in lieu thereof in addition to the reserved rent which may have already been paid for the month during which the notice runs. Any rent paid in advance for any period beyond the period of notice shall be refunded to the lessee.

8. NOTICE OF RENEWAL OF THE LEASE



a) If the Lessee shall be desirous of CONTINUING or NOT CONTINUING THE TENANCY hereby created for further term at the expiration of the term hereby granted shall, not less than three 3 calendar months before the expiration of the terms hereby granted, give the Lessor NOTICE IN WRITING of such desire.

b) The Lessor may let the leased premises to the Lessee for the further term of three (3) years at the same rent.

c) Rent and the provisions for renewal of the lease, the additional term shall be subject in whole other aspect to the same stipulation as are herein contained.

9. DUTIES AND RIGHTS OF THE LESSOR

Without prejudice to the foregoing, by this lease agreement the "LESSOR" doth hereby covenant with the Lessee as follows:

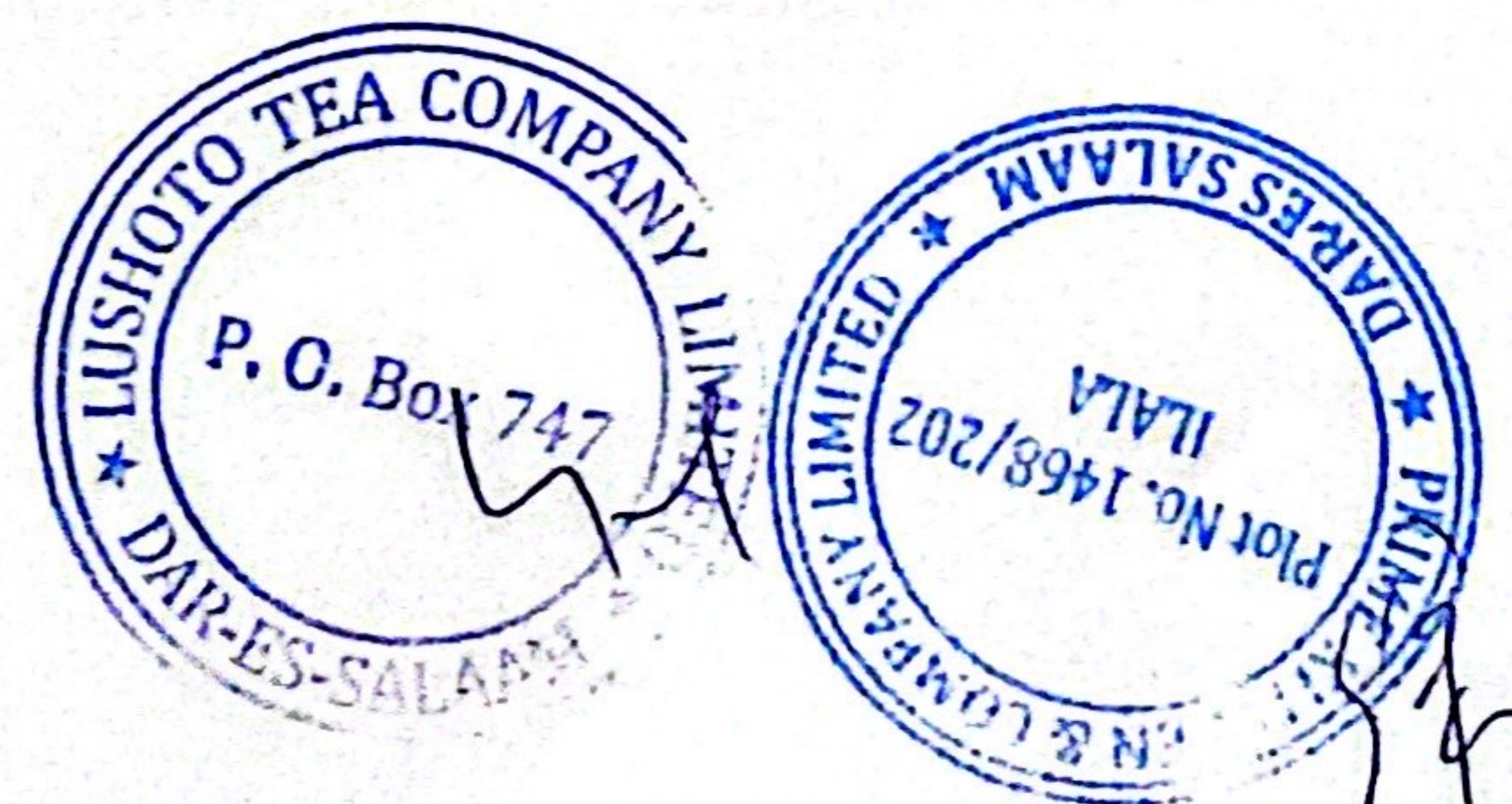
a) The Lessor shall maintain in good condition and working order, Paint and clean the entire interior and exterior of the house, tidy up the yard and remove weeds, etc. So as to ensure that the Lessee is provided with the basic essential conditions necessary for light industrial production and office operations.

b) The Lessor shall connect industrial electricity and sewage treatment systems, and ensure that the external drainage of the rental property is functioning properly.

i. The homeowner must settle all utility bills prior to the start of the contract. After that tenant will pay the utility bills on monthly basis and the homeowner will no longer be responsible for them; AND

ii The Lessor or her servant and agents will also have right to enter upon the leased premises for carrying out any work or repairs, additions or alternations to the said premises or to the connections for the amenities aforesaid by previous notice thereof to the Lessee and Lessee shall not object to the same; However, in light of the Lessee's use of the premises for light industrial production and office purposes, any works, repairs, additions, or alterations that may affect the structures, fixtures, or modifications installed by the Lessee after taking possession shall be subject to prior written agreement between both Parties and shall not unreasonably interfere with or disrupt the Lessee's production or operations.

c) During the continuance of the said term to keep the exterior portion of the Demised premises in Good and tenantable repair and condition and remedy any major or structural fault or faults



or construction affecting the convenient and proper use or occupation thereof provided that such faults are not attributed to neglect on the part of the lessee his agents or employees;

d) The Lessor shall keep the premises insured against loss or damage due to fire, flood and/or storm or other risks normally insured against in a sum equivalent to the full insurable policy terms, the Lessor shall apply all sums received for those purpose to be used to restore the damaged premises to a habitable state. If the premises, or part thereof, becomes unsuitable for the purpose leased, the rent payment shall be suspended or if lessee chooses to continue its occupation, adjusted to reflect proportional use of the premises, Pre paid rent if any will be reimbursed in proportion to the diminished use;

e) To permit the Lessor and or his agent with or without workmen at the reasonable time of the day (one week's) and after reasonable notice to the Lessee in that respect to enter upon the leased premises and examine the condition thereof and execute repair to the said leased premises under the Lessor covenants in that behalf hereinafter contained;

f) The Lessor will not unreasonably interfere with occupation and use of the said leased premises by the lessee;

g) To carry out all major structural of the said leased premises;

h) To permit the lessee to perform and observe the covenants and conditions of this agreement and observe peaceful enjoyment of leased premises; AND

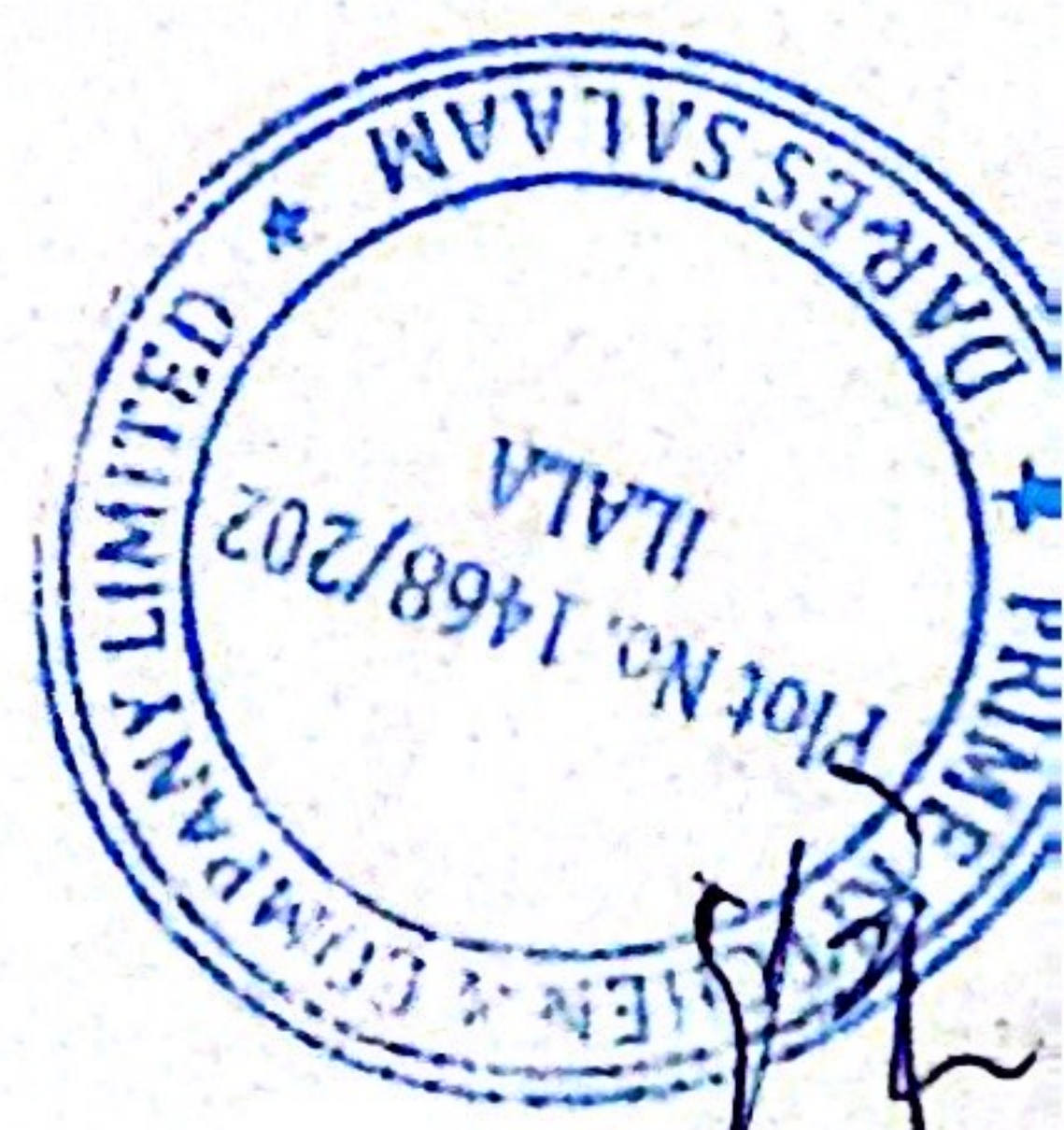
i) On the lessee paying the rent on the due dates thereof and in the manner aforesaid and observing and performing the covenants, conditions and stipulations herein contained and on its part to be observed and performed it shall peacefully and quietly possess and enjoy the demised premises during the term hereby granted without eviction, interruption, disturbance, claim or demand whatsoever by the Lessor or any person or persons lawfully or equitable claiming by, from or in trust for her.

10. COVENANTS BINDING THE LESSEE

Without prejudice to the foregoing, by this lease agreement the "LESSEE" doth hereby covenant with the Lessor as follows:

That the Lessee shall use the compound for business and light industrial needs, and may modify the entire house and the leased premises, including but not limited to:

i) for the exterior — constructing temporary structures within the yard of the leased premises, placing containerized cold storage units, leveling the ground, and repairing existing toilet and



bathing facilities;

ii) for the interior — applying waterproof paint, installing air conditioning units and refrigeration equipment, adding indoor drainage systems, and removing certain interior walls to fully accommodate light industrial machinery and equipment.

Any modifications involving alterations to the original structural layout of the interior, including wall removal, shall be carried out in compliance with applicable building regulations and with the Lessor's prior written consent, which shall not be unreasonably withheld. Upon termination of the contract, the Lessee shall, in consultation with the Lessor, restore the premises to their original condition, subject to the following conditions:

a) It is agreed and declared that on the expiration of the said period of the Lease or earlier termination thereof as aforesaid, the lessee shall handover peaceful vacant possession of the leased premises in a good and tenable condition to the Lessor; Upon commencement of the lease, both Parties shall jointly inspect the leased premises and record its condition through photographs and video footage, which shall be signed or initialed by both Parties and attached to this Agreement as an annex. Such photographic and video evidence shall serve as the sole reference for determining the original condition of the premises upon termination of the lease. The Lessor shall not demand restoration works beyond those required to return the premises to the condition evidenced therein, save for damages caused by the Lessee's negligence or breach of contract.

b) To keep the interior parts of the leased premises in good and tenable repair (fair and tear and damage by accident or fire is herein exempted);

c) That the lessee shall use the leased premises for agreed purposes only;

d) That the lessee shall be responsible for damage on the leased property occasioned by the wilful act, neglect or default of the Lessee or licensees', invitees, and visitors;

e) That the lessee shall not cause any nuisance or annoyance to the lessor or her neighbours by throwing dirt or refuse or by creating noise or otherwise howsoever;

f) Not to do or permit to be done in the premises anything which may be nuisance or may or can tend to the annoyance of the Lessee or occupiers of any of the other neighbouring offices;

g) Not to use the premises or permit it to be used for any purposes of an illegal immoral or improper nature or be injurious to the reputation of the Lessor;

h) That the lessee shall use the leased premises only for light industrial food processing and routine office operations, and not otherwise; AND



i) The lessee shall not to transfer, mortgage, charge, sublease or otherwise part with the possession of the leased premises or buildings or any part of it without the previous written consent of the lessor.

11. PROCESS.

a) It is hereby agreed and declared that both parties confirm the land certificate complies with regulations, the landlord provides the written address of the leased property and warrant that the leased premises are designated for industrial use, and ensure that the address has not been used by others for company registration.

Should it be discovered during the registration process that the address has already been used by another party for company registration, the Lessor shall be liable to compensate the Lessee for any resulting losses or refund any related fees paid, or alternatively, resolve the issue within three (3) working days from notification by the Lessee.

The Lessor shall, upon request, re-issue invoices in the name of PRIME KITCHEN & COMPANY LIMITED for all payments previously made under the prior Lease Agreement signed with Mr. Cui Haihai.

12. DISPUTE RESOLUTION

All disputes and questions whatsoever which shall arise between the parties hereto touching this Lease or the construction or application thereof or any clause or thing herein conned or the rights or liabilities of any party under this Lease shall be referred to the decision of a single arbitrator to be appointed in accordance with the provisions of the Arbitration Act or any Act or Regulations amending or replacing the same. The decision of such Arbitrator must be delivered with six (6) months after referring the matter to him and shall be final and binding on the parties.

13. GOVERNING LAW

This Lease Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

14. EXECUTION OF THE LEASE DEED

a) This lease agreement shall be executed in duplicate. The original shall be retained by the Lessor and the duplicate by the Lessee.




IN WITNESS WHEREOF the parties hereto have hereunder set their respective hands and seal in manner and on the dates hereinafter appearing.


为此，本协议各方于下文签字并加盖各自印章，具体方式及日期如下所示

SIGNED & DELIVERED by the said _____

who is personally known to me/ identified to me by _____, the latter being known (T) LIMITED

to me personally this day 18 of SEPT 2025 at Dar Es Salaam.



DIRECTOR OF LUSHOTO TEA COMPANY LIMITED


SIGNED & DELIVERED by the said _____

who is personally known to me/ identified to me by _____, the latter being known


to me personally this day 18 of SEPT 2025 at Dar Es Salaam.



PRIME KITCHEN & COMPANY LIMITED


BEFORE ME:

Name: HUSSEIN SWEDI

Signature: 

Qualification: ADVOCATE

